



**DISTRICT OF COLUMBIA COURTS**

**DISTRICT OF COLUMBIA SUPERIOR COURT  
OFFICE OF CONTRACTS AND PROCUREMENT**

**REQUEST FOR DELIVERY ORDER PROPOSALS (RFDOP) FROM**

**GSA FEDERAL SUPPLY SCHEDULE CONTRACTORS**

**FOR**

**NETWORK INFRASTRUCTURE IMPROVEMENT PROJECT**

**SOLICITATION (DELIVERY ORDER REQUEST) NUMBER DCSC-12-FS-0027**

**SOLICITATION IS RESTRICTED TO FEDERAL SUPPLY SCHEDULE  
CONTRACTORS ONLY**

**DATE ISSUED: Thursday, May 24, 2012**

**CLOSING DATE & TIME: Thursday, May 31, 2012  
no later than 12 Noon, EST**

Section A

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

- B.1** The District of Columbia Courts, Procurement and Contracts Branch, on behalf of the Information Technology Division (the Courts) is seeking a GSA Schedule Contractor to procure hardware, software, maintenance, support, licenses and warranty/maintenance agreements to support the DC Courts' network infrastructure improvement project.
- B.2** The Courts contemplates award of a firm-fixed-price contract as a result of this solicitation to the lowest responsible firm whose proposal represents the best value to the Courts.
- B.3** All companies submitting proposals in reference to this solicitation shall include a copy of its current GSA Federal Supply contract(s). Please Note; All equipment/services must be covered under the company GSA Schedule. Please identify the schedule pages where items are located.
- B.4** Base Period will be 3 months from date of award. **ALL HARDWARE AND SOFTWARE ITEMS SHALL BE DELIVERED WITHIN THIRTY (30) DAYS FROM THE DATE OF AWARD.** The date of award shall be the date the Contracting Officer signs the contract document.
- B.5 PRICE SCHEDULE – EQUIPMENT LIST (Attachment J.1)**

### **C.1 SCOPE OF WORK:**

- C.1.1** The District of Columbia Courts, Administrative Services Division, Procurement and Contracts Branch, on behalf of the IT Division (the Courts) are seeking a GSA Schedule Contractor to procure hardware, software, maintenance, support, licenses and warranty/maintenance agreements to support the DC Courts' network infrastructure improvement project.

### **C.2 BACKGROUND**

- C.2.1** DC Courts (the Courts) is the court of general jurisdiction in Washington, DC and the judicial branch of the District of Columbia government. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will increase with the adoption of additional services and technologies in the future.

**C.2.2** The Courts' campus is comprised of six (6) buildings:

**C.2.2.1** 500 Indiana Avenue N.W. (known as the Moultrie building)

**C.2.2.2** 515 5th St. N.W. (known as the Building A)

**C.2.2.3** 510 4th St. N.W. (known as the Building B)

**C.2.2.4** 410 E St. N.W. (known as the Building C)

**C.2.2.5** 430 E St. N.W. (known as the Building D)

**C.2.2.6** 616 H St. N.W. (known as the Gallery Place building)

**C.2.3** The focus of this Statement of Work (SOW) is the acquisition of hardware, software, maintenance, support, licenses, and warranty/maintenance agreements in **Attached Price Schedule – Equipment List**.

**C.2.4** The procured items are expected to be used in Gallery Place, Building A, Building B, Building D, and the Moultrie building.

**C.2.5** The hardware is being procured to help the Courts accomplish two goals: to create multi-master routing sites capability for the campus and to increase the bandwidth capabilities between the buildings from 1Gbps to 10Gbps.

### **C.3 Scope of Work**

**C.3.1** The Courts is seeking to procure the equipment listed in the **Attached Price Schedule - Equipment List** spreadsheet (**Attachment J.1**). In summary, the items include:

**C.3.1.1** Cisco 3750, 4507R+E, 4510 R+E, and 4500E devices

**C.3.1.2** The software, modules, licenses, and maintenance for the procured Cisco devices

**C.3.2** Refer to the **Attached Price Schedule - Equipment List** spreadsheet for the detailed lists of items sought.

**C.3.3 The hardware and software items shall be delivered within thirty (30) days from day of award to the DC Courts Warehouse located at 6217 Columbia Park Road, Cheverly, MD 20785, Warehouse Contact Person: Jeffrey Banks, Telephone Number 202-879-4861.**

**D. RESERVED**

**SECTION E: CONTRACT ADMINISTRATION DATA**

**E.1 INVOICE PAYMENT**

**E.1.1** The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**E.1.2** The Courts will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**E.2 INVOICE SUBMITTAL**

**E.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section E.3. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section E.6 below. The address of the Budget and Finance is:

**Name:** Budget and Finance Division  
District of Columbia Courts  
616 H Street, NW  
6<sup>th</sup> Floor, Suite 600  
Washington, DC 20001

**E.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**E.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**E.2.2.2** Contract number and invoice number;

- E.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- E.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- E.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- E.2.2.6** Name, title, phone number of person preparing the invoice;
- E.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in E.2.2.6 above) to be notified in the event of a defective invoice; and
- E.2.2.8** Authorized signature.

### **E.3 PAYMENT**

- E.3.1** Payments shall be made on a monthly basis.

### **E.4 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the Courts only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
DC Courts  
616 H Street, N.W., Suite 622  
Washington, DC 20001

### **E.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- E.5.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- E.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**E.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**E.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**E.6.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Clide Cork, Jr.  
Project Manager, Infrastructure  
Information Technology Division  
DC Courts  
410 E Street, NW, Room 3902  
Washington D.C. 20001  
(202) 879-0037

**E.6.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**E.6.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**E.7 QUESTIONS CONCERNING THIS SOLICITATION MUST BE DIRECTED BY EMAIL TO:**

Maribel Torres, CPPB  
Senior Contract Specialist  
Administrative Services Division  
Procurement and Contracts Branch  
DC Courts  
616 H Street, N.W., Suite 622  
Washington, DC 20001  
202-879-5514  
Email Address: [Maribel.Torres@dcsc.gov](mailto:Maribel.Torres@dcsc.gov)

## **F. TERM OF CONTRACT**

**F.1** The term of the contract shall be three (3) months from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

## **F.2 Deliverables**

**F.2.1** The following shall be delivered before the requirements are considered satisfied:

**F.2.1.1** All hardware and software items listed in the **Attached Price Schedule – Equipment List** spreadsheet.

**F.2.1.2** All license and maintenance items listed in the **Attached Price Schedule – Equipment List** spreadsheet.

**F.2.1.3** All hardware and software items shall be delivered within thirty (30) days from the award day. Refer to the **Attachment 1 – Equipment List** spreadsheet for maintenance and support period.

## **G DISTRICT RESPONSIBILITIES**

**G.1** The Courts' staff will work with the selected Contractor to address any questions and concerns.

## **H. RESERVED**

## **I. PROPERTY RIGHTS**

**I.1** The Courts will retain all intellectual property rights of the original materials and all products resulting from this project shall be the property of the Courts and may not be used or distributed for any purpose without prior written consent of the Courts. Offeror must deliver any copies to the Courts and is not to reproduce or republish in any form.

## **I.2 RIGHTS IN DATA**

**I.2.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.2.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.2.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.2.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.2.5** All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.



**I.2.6** The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.2.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;

**I.2.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.2.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.2.7** The restricted rights set forth in section I.2.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No.

DCSC-12-FS-0027 With \_\_\_\_\_ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

**I.2.8** In addition to the rights granted in Section I.2.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.2.6 above, under any copyright owned by the

Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.2.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.2, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.2.10** For all computer software furnished to the Courts with the rights specified in Section I.2.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.2.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.2.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.2.11** The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.2.12** Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.2.13** Paragraphs I.2.6, I.2.7, I.2.8, I.2.11 and I.2.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**J. ATTACHMENTS**

**J.1 Price Schedule – Equipment List**

**K. EXPLANATION TO RESPECTIVE OFFERORS**

- K.1** If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing (by email) to the contact person, identified in section E.7. The prospective offeror shall submit questions for this solicitation no later than **3 days before the closing date** (The Courts will not consider any questions received after this date). An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. The Courts will post all responses to offerors questions in the DC Courts Website at <http://www.dccourts.gov/internet/system/admin/procurement.jsf> . Oral explanations or instructions given before the award of the contract will not be binding.

**L. INSTRUCTIONS TO OFFERORS AND PROPOSAL SUBMISSION INFORMATION**

- L.1** Each firm shall submit a proposal in accordance with the Scope of Work.
- L.2** **Each firm shall submit an original and one (1) copies of their Proposal. Each firm shall use Attachment J.1 Price Schedule – Equipment list to submit the proposed prices.** Proposals shall be submitted in a sealed envelope clearly marked in the lower left corner with the following:

Solicitation Number: **FCSC-12-FS-0027**

Caption: Network Infrastructure Improvement Project

**Proposal Due Date & Time: Friday, June 1, 2012, 12 noon, EST**

- L.3** **ALSO, EACH FIRM SHALL EMAIL A COPY OF THEIR PROPOSED PRICES TO [maribel.torres@dcsc.gov](mailto:maribel.torres@dcsc.gov).**

- L.4** **Offerors submitting their proposals by mail must mail their proposals to the following address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Maribel Torres, Senior Contract Specialist  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001

**L.4 Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Maribel Torres, Contract Specialist  
701 7<sup>th</sup> Street, N.W., Suite 612  
Washington, D.C. 20001

**M. EVALUATION OF PROPOSALS:**

The Courts intend to make an award to the lowest responsible firm whose proposal represents the best value to the Courts. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost standpoint.